State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000001279 Sherwin Williams Company 62 River St Montpelier VT 05602 United States

Contract ID		Page
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Contract Dates		Origin
04/01/2014 to 03	/31/2017	CPŠ
Description:		Contract Maximum
CPS-BRIDGE PAI	NT & THINNER	\$9,999,999.00
Buyer Name	Buyer Phone	Contract Status
Berini,Brian Jon	802/828-2217	Approved

Phone #: 802-223-3457

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	ZINC RICH BRIDGE PAINT PRIMER	GAL	81.00000	0.00	0.00

FINISH: FLAT COLOR: GRAY VOLUME SOLIDS: 67% WEIGHT SOLIDS: 91.7% VOC: 2.8 LB/GAL

ZINC CONTENT IN DRY FILM: 83%

NO FREIGHT CHARGES AND NO MINIMUM ORDERS (COMES IN 3-GALLON CONTAINERS)

2 THINNER GAL 15.00000 0.00 0.00

FOR USE WITH BRIDGE PAINT PRIMER ONLY.

NO FREIGHT CHARGES AND NO MINIMUM ORDERS

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACTOR MUST PROVIDE TECHNICAL SUPPORT AND CONSULTATION TO STATE AGENCIES AND DEPARTMENTS RELATED TO USE OF PRODUCTS AT THE REQUEST OF CONTRACT USERS. THIS SUPPORT MAY INCLUDE BUT IS NOT LIMITED TO, SITE VISITS TO TROUBLESHOOT PRODUCT APPLICATION/PERFORMANCE ISSUES AND/OR EVALUATION AND RECOMMENDATION OF MATERIAL USE. RESPONSE TO SUCH REQUEST WILL BE WITHIN 48 HOURS OF REQUEST.

PACKING SLIPS AND MATERIAL DATA SAFETY SHEETS (MSDS) SHALL ACCOMPANY ALL DELIVERIES.

ALL CONTAINERS MUST BE LABELED TO SHOW MANUFACTURER'S NAME, BRAND NAME, PRODUCT CODE OR OTHER IDENTIFICATION, MAXIMUM VOC CONTENT, COMPOSITIONAL ANALYSIS, AND DIRECTIONS FOR USE. ALL LABELS MUST COMPLY WITH STATE AND FEDERAL REGULATIONS PERTAINING TO WORKER "RIGHT-TO-KNOW" LAWS. MATERIALS NOT SO LABELED WILL BE REJECTED AND RETURNED TO THE SUPPLIER FOR REPLACEMENT WITHIN 5 CALENDAR DAYS AND AT NO EXPENSE TO THE STATE OF VERMONT.

MINIMUM SHELF LIFE SHALL NOT BE LESS THAN TWELVE MONTHS. PRODUCT SHALL SHOW NO SIGN OF CURDLING, CAKING OR GUMMY RESIDUE.

ITEMS OFFERED UNDER THIS CONTRACT SHALL BE STOCKED BY THE CONTRACTOR OR OTHERWISE AVAILABLE FOR DELIVERY WITHIN 5 BUSINESS DAYS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

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Buyer Phone

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Contract Status

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CPS-BRIDGE PAINT & THINNER

Buyer Name

Berini, Brian Jon

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		Unit	Max	Max
Line # Item ID Item Desc	UOM	Price	Qty	Amt
QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW	AND UNUSED,	UNLESS OTHER	RWISE STATED.	
FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTE	D UNLESS SPE	CIFICALLY REQ	JESTED BY THE	
PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST	Γ MEET ALL FED	DERAL, STATE, A	ND LOCAL STAND	ARDS
FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE	STANDARDS W	ILL BE DEEMED	UNACCEPTABLE	AND
RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.				

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

PERFORMANCE MEASUREMENTS

- 1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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Berini,Brian Jon	802/828-2217	Approved		

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VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT
STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON
STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SALES POC INFORMATION: JAMES GOFF 617-799-8415 swrep6157@sherwin.com

AMENDMENT#1 (FEBRUARY 2016). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 03/31/2017, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI

SENIOR PURCHASING AGENT

PHONE: 802-828-2217 FAX: 802-828-2222 brian.berini@state.vt.us

State of Vermont

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Email:



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Contract ID Page 0000000000000000000026280 4 of 4 Origin **Contract Dates** 04/01/2014 to 03/31/2017 CPŠ Description: **Contract Maximum** CPS-BRIDGE PAINT & THINNER \$9,999,999.00 **Buyer Phone** Buyer Name Contract Status Berini, Brian Jon 802/828-2217 Approved

Email:_____

Phone #: 802-223-3457 Unit Max Max Line # Item ID UOM **Price** Qty **Item Desc** Amt WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT By the STATE of VERMONT By the CONTRACTOR Date:__ Signature:_____ Signature:_____ Name: Name:_ Title:__ Title:___